

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2679264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL PAPER COMPANY	06/09/2009
RECEIVING PARTY DATA	
Name:	RUSH TRACKING SYSTEM, LLC
Street Address:	8527 BLUEJACKET
City:	LENEXA
State/Country:	KANSAS
Postal Code:	66214
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13657078
Patent Number:	7151979
Patent Number:	7818088
Patent Number:	8295974
CORRESPONDENCE DATA	
Fax Number:	(816)292-2001
Phone:	816-292-2000
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LATHROP & GAGE LLP
Address Line 1:	2345 GRAND BOULEVARD
Address Line 2:	SUITE 2400
Address Line 4:	KANSAS CITY, MISSOURI 64108
NAME OF SUBMITTER:	MARSHALL S. HONEYMAN
Signature:	/Marshall S. Honeyman/

Date:

01/13/2014

Total Attachments: 4

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is dated June 29, 2009 ("Assignment"), and is made from International Paper Company, a New York corporation (the "Assignor") on the one hand, to Rush Tracking Systems, LLC, a Kansas limited liability company ("Assignee") on the other hand.

WHEREAS, the Assignor is the owner of certain United States patents and patent applications listed on Schedule A attached hereto and all divisions, continuations, continuations in part, substitute applications, reissues, reexaminations, and extensions thereof, and other applications resulting therefrom, and all resulting letters patent which may be issued thereon (the "Patents") and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June ____, 2009 (the "Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, *inter alia*, all of Assignor's rights, title, and interests in and to the Patents and the inventions covered thereby.

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignment. Assignor hereby assigns and transfers to Assignee all rights, title, and interests in and to the Patents along with (i) all inventions disclosed therein, (ii) all know-how related thereto, (iii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and (iv) all rights of action pertaining to the Patents, including the right to sue and recover for past infringement thereof.

2. Further Assurances. Assignor will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other lawful acts deemed necessary by Assignee to carry out the terms of this Assignment, including executing further reasonable and consistent assurances, confirmation, assignments, transfers, and releases, and providing reasonable and in good faith, testimony by affidavit, declaration, deposition, or other means, at Assignee's expense. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Patents, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Patents, to secure registration of the Patents and of this Assignment, to initiate proceedings before all government and administrative bodies with respect to the Patents, including without limitation the right to file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents, to demand and receive any and all of the Patents, to give receipts and releases for and in respect of the Patents, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Patents. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.

3. Recordation. Assignor hereby requests the U.S. Commissioner for Patents and the relevant patent authority in any other country throughout the world record this Assignment of Patents to Assignee. Assignor hereby further authorizes and requests the U.S. Commissioner of Patents and any relevant patent authority throughout the world to issue any and all letters patent resulting from the rights assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein. Assignor agrees that the attorney of record in the Applications will hereafter act on behalf of Assignee.

4. Cessation of Use. Assignor covenants that it will cease and desist all uses of the Patents and inventions covered thereby throughout the world and the know-how related thereto except as permitted under the Purchase Agreement, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Patents before any administrative, judicial, government, or other tribunal.


5. Definitions. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.

6. Governing Law. This Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

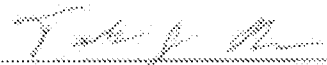
(Signature page follows)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Patents as of the date first set forth above.

INTERNATIONAL PAPER COMPANY
(Assignor)

By: 
Name: William Abel
Title: VP, Container The Americas

RUSH TRACKING SYSTEMS, LLC
(Assignee)

By: 
Name: Toby J. Rush
Title: President

SCHEDULE A

USP&TO Tracking #	Invention
10/305,525	RFID Enabled Paper Rolls and System and Method for Tracking Inventory
11/253,365 (10/359,315)	RFID Enabled Paper Rolls and System and Method for Tracking Inventory - Continuation
11/366,048 (80/657,657)	Antenna Fork Truck Antenna Mount
11/269,299	Inventory Tracking - RFID Integrated Carton Clamp
11/361,743	Inventory Tracking System and Method - Boundary Tracking
11/400,967	System and Method for Tracking Inventory Movement Using a Material Handling Device - Automatic Pick-up / Put-down Detection System

Canada System and Method for Tracking Inventory
 Appl. Serial
 No. 2500363